

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WELLS FARGO BANK, N.A.,)	
)	Case No.: 1:18-cv-03973
Plaintiff,)	
)	Claim amount: \$212,505.42, plus
COASTAL MED-TECH, INC.,)	prejudgment interest at the rate of
)	5% per annum, and attorneys' fees
)	and costs
Defendant.)	

COMPLAINT

NOW COMES Plaintiff WELLS FARGO BANK, N.A. (“Wells Fargo”), by and through its counsel, and for its Complaint against Defendant COASTAL MED-TECH, INC. (the “Defendant”), states as follows:

PARTIES

1. Wells Fargo is a national bank registered under the laws of the United States with its main office located in Sioux Falls, South Dakota. Wells Fargo is chartered in the State of South Dakota.

2. The Defendant is a Maine corporation with its principal place of business at 9 Lexington Drive, Freedom Industrial Park, Hermon, ME 04401.

JURISDICTION

3. Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. § 1332, as the parties are citizens of different states and the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

4. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to Wells Fargo's claims occurred in this district. Further, the Forbearance Agreement that is at issue in this case provides that this Court is the appropriate venue for suit. See Forbearance Agreement, Paragraph 6.

BACKGROUND

5. On or about May 6, 2015, Wells Fargo, as secured party, and the Defendant, as borrower, entered into Master Equipment Finance Agreement Number XXX2089 (the "Equipment Finance Agreement"). Pursuant to the Equipment Finance Agreement, Wells Fargo, as secured party, and the Defendant, as borrower, entered into a number of schedules (together with the Equipment Finance Agreement, collectively the "Contracts") for the financing of certain medical equipment.

6. The Defendant subsequently defaulted on its obligations under the Contracts.

7. On or about June 6, 2017, Wells Fargo and the Defendant entered into a Forbearance Agreement, under which the Defendant agreed to pay off the outstanding balance of \$345,005.42 owed under the Contracts. A true and correct copy of the Forbearance Agreement is attached hereto as Exhibit 1. The Defendant acknowledged that it had no defenses to payment under the Contracts, and that it waived all defenses. *See* Exhibit 1, ¶ 4.

8. The Defendant failed to make the payments due under the Forbearance Agreement.

9. Failure to make timely payments is an Event of Default under the Forbearance Agreement. *See* Exhibit 1, ¶ 5.

10. Upon the occurrence of an Event of Default, Wells Fargo is entitled to seek the balance owed under the Forbearance Agreement, repossession costs for the equipment, attorney's fees and court costs. *See* Exhibit 1, ¶ 5. Wells Fargo is further entitled to prejudgment interest at the rate of five percent (5%) per annum pursuant to 815 ILCS 205/2.

11. Wells Fargo fully performed its obligations under the Forbearance Agreement.

12. The remaining balance due to Wells Fargo is \$212,505.42 under the Forbearance Agreement, plus prejudgment interest at the rate of five percent (5%) per annum, and attorneys' fees and costs.

**COUNT I - BREACH OF CONTRACT
AGAINST COASTAL MED-TECH, INC.**

13. Wells Fargo re-alleges and re-asserts Paragraphs 1 through 12 of its Complaint as though fully set forth herein.

14. The Defendant defaulted under the Forbearance Agreement by failing and refusing to make payments when due. Therefore, the Defendant is indebted to Wells Fargo in the amount of \$212,505.42, plus prejudgment interest at the rate of five percent (5%) per annum and attorneys' fees and costs.

WHEREFORE, Plaintiff WELLS FARGO BANK, N.A. respectfully requests that the Court enter judgment in its favor and against Defendant COASTAL MED-TECH, INC. in the amount of \$212,505.42, plus prejudgment interest at the rate of five percent (5%) per annum, plus attorneys' fees and costs, as well as all other such relief which this Court deems just.

WELLS FARGO BANK, N.A.

By: /s/ Debra Devassy Babu

Debra Devassy Babu (ARDC # 06282743)
Askounis & Darcy, PC
444 N. Michigan Avenue, Suite 3270
Chicago, IL 60611
(312)784-2400 (t)
(312)784-2410 (f)
ddevassy@askounisdarcy.com